

NOTE CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SPECULATIVE PRODUCT DESIGN,
LLC, a California Limited Liability
Company d/b/a SPECK PRODUCTS,

Plaintiff,

v.

SHENG CHI YEN, an Individual; JAY
YEN, an Individual; and DOES 1-10,
Inclusive,

Defendants.

Case No.: ED CV 12-01349 GHK
(DTBx)

~~[PROPOSED]~~ PERMANENT
INJUNCTION AGAINST
DEFENDANT SHENG CHI YEN
AKA JAY YEN

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The Court, pursuant to the Stipulation for Entry of Permanent Injunction ("Stipulation"), and separate Settlement Agreement between Plaintiff SPECULATIVE PRODUCT DESIGN, LLC ("Plaintiff"), through its counsel of record, on one hand, and Defendant SHENG CHI YEN aka JAY YEN ("Defendant"), in pro per, on the other, hereby ORDERS, ADJUDICATES and DECREES that *as between these stipulating parties only* a permanent injunction shall be and hereby is entered against

1 Defendant in the above-referenced matter as follows:

2 1. **PERMANENT INJUNCTION.** Defendant and any person or entity
3 acting in concert with, or at his direction, including any and all agents, servants,
4 employees, partners, assignees, distributors, suppliers, resellers and any others
5 over which they may exercise control, are hereby restrained and enjoined,
6 pursuant to 15 U.S.C. §1116, from engaging in, directly or indirectly, or
7 authorizing or assisting any third party to engage in, any of the following activities
8 in the United States and throughout the world:

9 a. importing, exporting, marketing, selling, offering for sale,
10 distributing or dealing in any product or service that uses, or otherwise making
11 any use of, any of SPECK's Trademarks, and/or any Intellectual Property that is
12 confusingly or substantially similar to, or that constitutes a colorable imitation of,
13 any of SPECK's Trademarks, whether such use is as, on, in or in connection with
14 any trademark, service mark, trade name, logo, design, Internet use, website,
15 domain name, metatags, advertising, promotions, solicitations, commercial
16 exploitation, television, web-based or any other program, or any product or
17 service, or otherwise;

18 ~~b. performing or allowing others employed by or representing~~
19 ~~Defendants, or under their control, to perform any act or thing which is likely to~~
20 ~~injure Plaintiff, any of SPECK's Trademarks, and/or Plaintiff's business~~
21 ~~reputation or goodwill, including making disparaging, negative, or critical~~
22 ~~comments regarding Plaintiff or its products;~~ K

23 ~~b.~~ engaging in any acts of federal and/or state trademark
24 infringement, false designation of origin, unfair competition, dilution, or other ^{such} act K
25 which would tend damage or injure Plaintiff; and/or

26 ~~c.~~ using any Internet domain name or website that includes any of
27 Plaintiff's Trademarks, including the SPECK® marks and works.

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1 2. Defendant is ordered to deliver immediately for destruction all
2 unauthorized products, including counterfeit SPECK® products and related
3 products, labels, signs, prints, packages, wrappers, receptacles and advertisements
4 relating thereto in their possession or under their control bearing any of Plaintiff's
5 intellectual property or any simulation, reproduction, counterfeit, copy or
6 colorable imitations thereof, to the extent that any of these items are in
7 Defendant's possession.

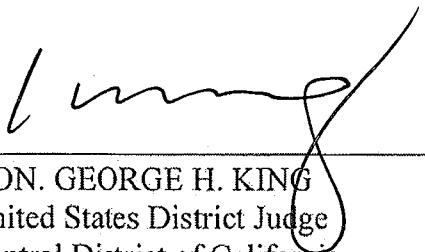
8 3. This Permanent Injunction shall be deemed to have been served upon
9 Defendant at the time of its execution by the Court.

10 4. Defendant will be making an agreed-upon payment to Plaintiff, as
11 more particularly described in a separate Settlement Agreement

12 5. **NO APPEALS AND CONTINUING JURISDICTION.** No
13 appeals shall be taken from this Permanent Injunction, and the parties waive all
14 rights to appeal. This Court expressly retains jurisdiction over this matter to
15 enforce any violation of the terms of this Permanent Injunction.

16 6. **NO FEES AND COSTS.** Each party shall bear its/his/her own
17 attorneys' fees and costs incurred in this matter.

18 IT IS SO ORDERED, ADJUDICATED and DECREED this 17th day of
19 Oct, 2012.

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21 
22 HON. GEORGE H. KING
23 United States District Judge
24 Central District of California
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PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Johnson & Pham 6355 Topanga Canyon Blvd., Suite 326, Woodland Hills, CA 91367. On October 12, 2012, I served the within document(s):

**[PROPOSED] PERMANENT INJUNCTION AGAINST
DEFENDANT SHENG CHI YEN AKA JAY YEN**

- ☐ FACSIMILE - by transmitting via facsimile the document(s) listed above to the fax number(s) set forth on the attached Telecommunications Cover Page(s) on this date before 5:00 p.m.
- ☒ MAIL - by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.
- ☐ PERSONAL SERVICE - by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ OVERNIGHT COURIER - by placing the document(s) listed above in a sealed envelope with shipping prepaid, and depositing in a collection box for next day delivery to the person(s) at the address(es) set forth below via UNITED PARCEL SERVICE.

SHENG CHI YEN
13448 Aspen Grove Road
Corona, CA 92880

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on October 12, 2012, at Los Angeles, California.


EDIT AVAKIAN